

4-0376

13-33

1

THIS BOOK DOES
NOT CIRCULATE

PREAMBLE

This Agreement entered into this 25th day of Nov. 1969.
by and between the Board of Education Monmouth Beach, New Jersey, hereinafter called the "Board", and Monmouth Beach Teachers Association, hereinafter called the "Association"

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professionally certificated personnel employed full time by the Board.

including:

All full time certificated teachers

But excluding:

Supervisory and executive personnel, office, clerical, and maintenance and operating employees, and all other employees of the Board.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE 11

NEGOTIATION PROCEDURE

- A. In accordance with Chapter 303, Public Law 1968, the parties agree to enter into negotiations in a good-faith effort to reach agreement concerning the terms and conditions of employment.
- B. On or before the third Thursday in September of each year, or as soon thereafter as possible, the Association shall meet with the Board in formal session to present all demands and to establish procedural ground rules for negotiation.
- C. Representatives of the Board and the Association shall begin negotiation on or before the third Thursday in October, or no later than four weeks after the initial meeting with the Association. During the interim period, between the date of submission of demands and the date of commencing of negotiation by the representatives, Association representatives shall meet as requested for the purpose of clarification of financial details, contractual meaning, and matter affecting the educational process with Board representatives, Superintendent, or the business manager as is necessary.
- D. Facts opinions, proposals, and counter-proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding in agreement. The Board shall make available to the Association for inspection all pertinent records, data and information of the Monmouth Beach School District which are within the public domain.
- E. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 303, Public Law 1968, for the duration of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required

to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- G. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by a teacher that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision affecting teachers.

A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) calendar days from the time when the teacher knew or should know of its occurrence.

B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any teacher who has a grievance shall discuss it first with the Supervising Principal in an attempt to resolve the matter informally at that level.
4. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the Supervising Principal specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the results of previous discussions
 - (d) his dissatisfaction with decisions previously renderedThe Supervising Principal shall communicate his decision to the teacher in writing within three (3) school days of receipt of the written grievance.
5. If the grievance is not resolved to the teacher's satisfaction, he no later than five (5) school days after receipt of the Supervising Principal's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Supervising Principal who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party they shall so notify the Board through the Supervising Principal within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:
 - (a) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
 - (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
 - (c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
7.
 - (a) The following procedure will be used to secure the services of an arbitrator:
 - (1) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties.

Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

(c) Rights of teachers to representation.

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.

(2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Supervising Principal or any later level, be notified that the grievance is in process, have the right

to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Supervising Principal's written decision made in response to a written grievance shall be given to the Association immediately.

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

(d) The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

ARTICLE IV

RIGHTS OF THE PARTIES

- A. Pursuant to Chapter 303, Public Law 1968, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a dually selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- B. The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, to take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency. Where policies have been or shall be adopted by the

board of education in any or all of these areas, questions and issues arising there under shall be subject to the grievance procedure.

- C. No teacher shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the Board or committee or member thereof concerning any matter which could adversely affect the continuation of that teacher, in his office, position, or employment or the salary or any increments pertaining to, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview.
- E. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the administration has been dually notified and approval has been secured.
- F. The Board agrees to furnish to the Association the names and addresses of all staff members and the agenda and minutes of all board meetings.
- G. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and his approval secured.
- H. "The Association may be permitted to use school building facilities,

including typewriters. Duplicating will be performed by school office personnel provided adequate notice is given by the designated officer of the Association. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damage which they cause to the equipment."

- I. The Association shall be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existant stock if such is available. In either event a purchase order is required.
- J. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association typed notices provided copies are presented in advance of posting to the appropriate administrator.
- K. The Association shall be permitted to use the inter-school mail facilities and school mailboxes.
- L. The Association president shall be permitted to address all new teachers during the orientation day each year.
- M. The Association shall select any time after normal school hours which does not conflict with the time selected by the Supervising Principal for a staff meeting or other school activity for inclusion in the Activity Calendar the one day each month (to be reserved) for Association meetings. No other meetings involving members of the unit shall be scheduled for that time except in an emergency.

ARTICLE V

TEACHER-ADMINISTRATION LIAISON COMMITTEE

The Association representatives shall meet with the Supervising Principal normally once a month with not more than two months elapsing between meetings, to review and discuss current school problems and practices. Items for discussion shall include, but not be limited to school calendar, teaching hours and teaching load, teacher assignments, transfers and promotions, class size, non-teaching duties, teacher facilities and books and other instructional materials. Decisions concerning issues under discussion are a prerogative of the Board and are not subject to the Grievance Procedure.

ARTICLE VI

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- B. Teachers employed on a twelve month basis or on a ten month basis shall continue being paid on the schedule now in existence.

ARTICLE VII

TEACHER EVALUATION

- A. The present practices of the administration in carrying out the policy of the Board in reference to the evaluation of teachers shall continue, and shall not be changed without prior notification to the Association.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

ARTICLE VIII

LEAVES OF ABSENCE

Leaves of absence for reasons of personal illness or injury, exposure to contagious disease, serious illness in immediate family, death in the immediate family, conventions and other absences are governed by the policy of the Board, attached as Schedule B and made a part of this Agreement.

ARTICLE IX

EXTENDED LEAVE OF ABSENCE

The present Board policy pertaining to maternity and any other extended leave of absence leave, shall continue.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The present policy of the Board concerning tuition aid shall continue

ARTICLE XI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. The Board shall give support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties. Financial support shall be limited to reasonable counsel fees.
- B. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE XII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board recognizes its responsibility to continue to give administrative support and backing to its teachers, although each teacher bears the primary responsibility for maintaining control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the Supervising Principal the name of any student who, in the opinion of the

teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

ARTICLE XIII

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the _____ Association, the _____ County Education Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer _____ Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file

such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct my remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability thereof.

I designate the _____ Association to receive dues and distribute according to the organization(s) indicated:

- _____ Association _____
- _____ County Education Association _____
- New Jersey Education Association _____
- National Education Association _____

- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, other than the beginning salary of specialists, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion-transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. Nothing in this Agreement which changes pre-existing Board Policy, rules or regulations shall operate retroactively unless expressly so stated.
- E. The parties agree that teachers shall continue to serve under the direction of the Supervising Principal and in accordance with Board and Administrative policies, Rules and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

- F. It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- G. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective as of _____
(Date of Signing)

and shall continue in effect until June 30, 1970, subject only to the Association's right to negotiate over a successor agreement as provided. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, and attested to by their respective secretaries, all on the day and year first above written.

MONMOUTH BEACH TEACHERS ASSOCIATION

BY *Philip M. Jarosh*
President

BY *Michael F. Kelly Jr.*
Secretary

MONMOUTH BEACH BOARD OF EDUCATION

BY *Howard P. Gombey*
President

BY *R. Pinfield*
Secretary

SCHEDULE B

LEAVE POLICY

1. Sick Leave

a. Personal illness or injury

(1) Full-time employees shall be granted ten days sick leave each school year. The full ten days will be credited to the employee's account on the first day of the school year, thus, making available to the employee the full ten days, if needed, at the beginning of the school year.

(2) Unused sick leave accruing to an employee may be accumulated from year to year. Title 18-18:13 -23.8

(3) Absence beyond the number of days credited to an employee's account is subject to full deduction of the employee's salary during the period of absence.

b. Exposure to contagious Disease

When a full-time employee is excluded from school because of exposure to a contagious disease and upon recommendation of the school district's medical authorities, the policy set forth in paragraph 1a, above, will apply (exposure to contagious disease to be considered personal illness).

c. Serious illness in Immediate Family

Employees who are required to be absent because of serious illness in the immediate family may be granted sick leave up to a maximum of ten days in a school year. (This time will be deducted from the employee's sick leave account and should not be considered as time authorized in addition to time granted for personal illness or injury).

d. The school principal and/or Board of Education may require medical verification whenever it is felt that abuses of sick leave privileges have been manifested. Medical verification shall be required when the illness extends beyond five consecutive days.

e. In rare cases the Board of Education may, at its' discretion, and without setting a precedent for future practice, deviate from the foregoing policy when the facts of a specific case warrant special consideration.

2. EXCUSED ABSENCES

a. Death in Family

1. Employees required to be absent because of death in the immediate family will be granted a maximum of five days leave without loss of pay.

b. Conventions

Teachers shall be granted permission to attend the annual NJEA convention without loss of pay.

c. Court Appearances

(1) Employees will be granted leave without loss of pay when required to perform jury duty. (On regular school days during a tour of jury duty when the court is not in session, employees are required to report for duty.)

(2) Employees will be granted leave without loss of pay if required to answer court summons relative to school matters.

d. Other Absences

Employees required to be absent from school for reasons other than those listed above, or beyond the time limits imposed above, will be subject to salary deduction unless special approval is granted by the Board of Education. Special cases will be brought before the Board of Education for final resolution.

3. DEFINITIONS

a. Sick Leave: Absence from duty because of personal illness or injury, or exposure to a contagious disease requiring confinement.

b. School year: Date of school opening to date of school closing.

c. Immediate family: Husband, wife, mother, father, children, mother-in-law, father-in-law, son-in-law, and daughter-in-law. (Other relatives may be defined as immediate family if residing with, and dependent upon the employee.)

4. Personal Days (Board Meeting - 12-20-65)

Each teacher to be granted 2 personal leave days per year (same to be approved by the Administrator)

PROPOSALS FOR MODIFICATIONS OF THE AGREEMENT BETWEEN THE MONMOUTH BEACH
TEACHERS ASSOCIATION AND THE MONMOUTH BEACH BOARD OF EDUCATION

ARTICLE XIV

Section (B) definition of a specialist... The specialist must hold
certification in designated field.

ARTICLE XV

Change date of the contract to read... June 30, 1971

Schedule A

Attached salary guide for the contract year 1970-71

Course reimbursement in the amount of \$100.00... Teacher must present
proof that the course was completed with a passing grade.

Complete cost of the following coverage....

- a. Blue Cross
- b. Blue Shield
- c. Major medical
- d. Rider Jfor the individual employee only.

Schedule B

To remain as in the present agreement

MONMOUTH BEACH TEACHERS ASSOCIATION

MONMOUTH BEACH BOARD OF EDUCATION

Evelyn Yarosh
President

Carroll J. Gruber
President

Judith Mastyn
Secretary

Richard J. Deen
Secretary

K 3/10

PROPOSALS FOR MODIFICATION OF THE AGREEMENT BETWEEN THE MONMOUTH BEACH
TEACHERS ASSOCIATION AND THE MONMOUTH BEACH BOARD OF EDUCATION.

PREAMBLE

To remain as in the present agreement

ARTICLE I

To remain as in the present agreement

ARTICLE II

To remain as in the present agreement

ARTICLE III

To remain as in the present agreement

ARTICLE IV

To remain as in the present agreement

ARTICLE V

To remain as in the present agreement

ARTICLE VI

To remain as in the present agreement

ARTICLE VII

To remain as in the present agreement

ARTICLE VIII

To remain as in the present agreement

ARTICLE IX

To remain as in the present agreement

ARTICLE X

To remain as in the present agreement

ARTICLE XI

To remain as in the present agreement

ARTICLE XII

To remain as in the present agreement

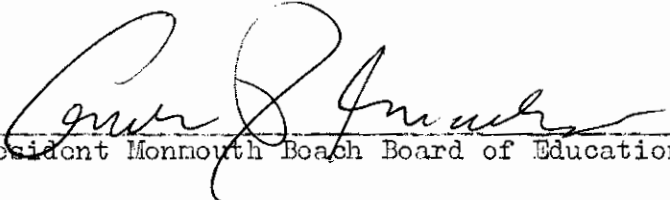
ARTICLE XIII

To remain as in the present agreement

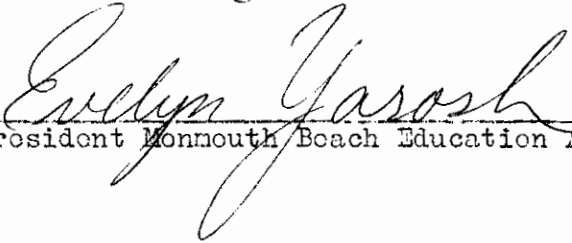
MONMOUTH BEACH PUBLIC SCHOOL
MONMOUTH BEACH, N. J.

December 17, 1970

In reference to the negotiated 1970-71 contract the Monmouth Beach Education Association and the Monmouth Beach Board of Education agree to the 5 supplemental changes with the exception of Supplements 3 and 5. Supplement 3 dealing with Board Policy still is not clear, so in the best interest of both parties, they will sign the 1970-71 negotiated contract with the understanding that Supplement 3 will be re-negotiated in the 1971-72 contract. Supplement 5 dealing with substitute pay will be stricken from the 1970-71 contract since the Board of Education is already paying a substitute a salary per pay comparable to surrounding districts.



President Monmouth Beach Board of Education



President Monmouth Beach Education Association